

Products and Services Agreement

This Products and Services Agreement ("Agreement") between **CENTURYLINK SALES SOLUTIONS, INC.**, as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and Board of Sumter County Commissioners ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer.

1. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
4. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

AGREED:**CENTURYLINK SALES SOLUTIONS, INC.**

By: _____
 Printed: _____
 Title: _____
 Date: _____

Address for Sales Administration
 Notices: 665 Lexington Avenue
 Mailstop: OHMANB0107
 Mansfield, OH 44907

And if related to a dispute to:
 CenturyLink – Attn: Sr. Assistant
 General Counsel, Commercial Law
 5454 W. 110th Street
 Overland Park, KS 66211

Board of Sumter County Commissioners

By: _____
 Printed: _____
 Title: _____
 Date: _____

Customer 7375 POWELL RD
 Address: WILDWOOD, FL 34785-4228

Address
 for Notices
 (if different
 from
 above):

Sales Rep: Paul Boynton
 Sales Rep Phone: (352) 368-8805

SERVICES LIST

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the local operating company providing Services to Customer is listed on each Price Quote. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the first day of the first billing month after CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

CenturyLink Price Quote Number(s): 11-037919

2. **PRICING.**
 - 2.1 **Monthly Recurring Charges ("MRC") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
 - 2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
 - 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
 - 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.

Board of Sumter County Commissioners
Proposal For CenturyLink ISDN - PRI Services
Proposal Date: 7/5/2011
Expire Quote Date: 9/3/2011
Customer Copy - Quote #: 11-037919



Customer Contact Information:

Company Name: SUMTER COUNTY
Billing Address: 7375 POWELL RD
Billing City, State, Zip: WILDWOOD FL 34785-4228
CRB Account Number:
BAN ID: 312279271
Customer Contact Name: Sandee Howell
Customer Contact Phone: 352-793-0200
Customer Contact E-mail: sandra.howell@sumtercountyfl.gov

Customer Service Location:

Primary Location Name: SUMTER COUNTY
Address: 910 N. Main St.
Site City, State, Zip: Bushnell FL 33513
NPA-NXX: 352-569
On-Site Contact Name: Hugh Honts
Work TN: 352-208-2415

Telco Central Office Information:

Telco: Embarq Florida, Inc.
Serving Central Office CLLI: BSHNFLXADS0
Serving Central Office Address: 123 E VIRGINIA AVE
Serving Central Office City, State, Zip: BUSHNELL FL 33513

CenturyLink Contact Information:

Sales Person: Paul Boynton [2SR]
Email: paul.boynton@centurylink.com
Sales Contact Number: 352-368-8805
Dealer Code:

Engineer: N/A
Email: N/A
Engineer Contact Number: N/A

Service Description:

Type of Service: CenturyLink ISDN - PRI Services (Qty: 1)
Term Agreement: 60 month

Charge Detail:

Qty	Price Plan	Feature Code	Feature Code Description	MRR	NRR
1	PP5Z3P01	0018	Service Order Charge		\$32.00
1	PP5Z3P01	0238	Premises Visit Charge		\$125.00
1	PP5Z3P01	PRI5Y	ISDN PRI	\$550.00	
1	PP5Z3P01	0266	PRI Install Charge		\$0.00
1			ECS Calling Scope	\$0.00	
23	PP5Z3P01	Y100NO	Channels - Per Channel	\$0.00	
1	PP5Z3P01	Y106	National ISDN-2 Protocol	\$0.00	
			TOTAL	\$550.00	\$157.00

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Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
Entity: Embarq Florida, Inc.
Service: CenturyLink ISDN - PRI Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that Embarq may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable Embarq terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

For use with Embarq Standard Terms and Conditions for Communications Services
 ("Standard Terms and Conditions"). This Annex is not applicable to Embarq Services governed by Tariffs on
 file with the FCC or state regulatory authorities.

EMBARQ LOCAL GOVERNMENT CUSTOMER ANNEX

This Embarq Local Government Customer Annex ("Annex"), together with the applicable cover agreement, modifies the Standard Terms and Conditions. This Annex takes precedence over all other conflicting terms and conditions of the Agreement. When attached to the applicable cover agreement, this Annex supersedes the version posted at www.embarq.com/ratesandconditions.

1. **Eligibility and Applicability.** This Annex is available to all local governmental entities and agencies in connection with the purchase of Embarq Products and Services sold under the Standard Terms and Conditions. Embarq defines "local governmental entities and agencies" as local entities and agencies, specifically excluding all state and federal entities and agencies, that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges.
2. **Indemnity.** Customer will honor all indemnity provisions under the Agreement only to the maximum extent permitted by applicable law. No section of the Agreement is intended to create a waiver of Customer's rights or privileges as a sovereign entity.
3. **Nonappropriation.**
 - 3.1. **Definition.** A "nonappropriation" occurs when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement.
 - 3.2. **Effect.** If a nonappropriation occurs during the Term, Customer may terminate the Agreement at the end of the then-current fiscal period ("Termination Date") without incurring any termination liability. Customer will not be obligated for payments for any fiscal period after the Termination Date.
 - 3.3. **Notice.** Customer will give Embarq written notice of any termination under this section at least 30 days before the Termination Date. At Embarq's request, Customer will promptly provide supplemental documentation about the nonappropriation.
 - 3.4. **Limitations.**
 - A. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied.
 - B. If Customer terminates the Agreement under this provision, Customer will not obtain the Services described in the Agreement from Embarq or from any other provider for a period of 180 days after the Termination Date. This obligation will survive termination of the Agreement for nonappropriation.
4. **Damages.** The Agreement does not create an obligation by Customer to pay any damages in excess of those amounts legally available to satisfy Customer's obligations under the Agreement.
5. **Ownership and Confidentiality.** The Agreement is a copyrighted work authored by Embarq and may contain Embarq trademarks, trade secrets, and other proprietary information. Embarq acknowledges that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively, "FOI"). Customer will provide Embarq with prompt notice of any intended FOI disclosures or post-execution FOI requests, citations to or copies of applicable FOI for review, and an appropriate opportunity to seek protection of Embarq confidential and proprietary information consistent with all applicable laws and regulations.
6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the U.S. State where Embarq provides the Products and Services, without regard to that State's conflict of laws principles.